



CITY OF MOORPARK DEPARTMENT OF PUBLIC WORKS

REQUEST FOR PROPOSAL (RFP) FOR PILOT MOBILITY ON DEMAND RIDESHARE PROGRAM

**JANICE PARVIN, MAYOR
CHRIS ENEGREN, COUNCILMEMBER
ROSEANN MIKOS, Ph.D., COUNCILMEMBER
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-CITY MANAGER-**

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-CITY ENGINEER/PUBLIC WORKS DIRECTOR-**

April 9, 2020

**Proposal Submission Deadline:
June 23, 2020
Proposals are due by 3:00 p.m.**

TABLE OF CONTENTS

	PAGE
I. Introduction.....	4
II. Overview of Pilot Project Requirements	5
III. Proposal Content/Format.....	6
IV. Proposal Evaluation and Selection.....	11
V. General Proposal Terms and Conditions.....	12
A. Agreement Requirement	
B. Communications Regarding RFP	
C. Modification or Withdrawal of Submittals	
D. Property Rights	
E. Confidentiality	
F. Non-Commitment of City	
G. Insurance Endorsement	
H. Subcontractor Approval	
VI. Proposal Checklist.....	14

EXHIBITS

- A. Proposal Checklist
- B. Scope of Services
- C. Proposal Cost Form and Addenda Acknowledgement
- D. Proposer Reference Form
- E. Vehicle Identification Form
- F. List of Subcontractors
- G. Moorpark City Transit Rules
- H. Sample Agreement
- I. Insurance Requirements
- I-1. Sample Endorsement
- I-2. Sample Waiver of Transfer of Rights of Recovery Against Others to Us

**NOTICE INVITING REQUESTS FOR PROPOSAL
FOR
PILOT MOBILITY ON DEMAND RIDESHARE PROGRAM**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Moorpark (City) as Agency, invites sealed proposals for the above stated project and will receive such proposals in the Public Works Department, 799 Moorpark Avenue, Moorpark, California, 93021 up to the hour of 3:00 p.m. on June 23, 2020.

PRE-PROPOSAL MEETING. There will be a pre-proposal meeting scheduled for May 7, 2020 at 1:30 p.m. Attendance is not mandatory, but is encouraged. Due to the potential of a Stay Well at Home Order and/or social distancing requirements, the City will provide the pre-proposal meeting via webcast. Interested parties should contact the City Program Manager at 805-517-6257 or skroes@moorparkca.gov by 4:00 p.m., May 6, 2020. City staff will provide instructions on how to access the webcast. If possible, the pre-proposal meeting will also be available in person at the Moorpark Public Services Facility Conference Room, 627 Fitch Avenue, Moorpark, CA 93021.

PROPOSAL PROCESS. Proposals shall be prepared on the approved Proposal Forms along with additional information requested in conformance with the Instructions to Proposers and submitted (one original and one copy) in a sealed envelope plainly marked on the outside, "PILOT MOBILITY ON DEMAND RIDESHARE PROGRAM – DO NOT OPEN WITH REGULAR MAIL". This RFP does not commit the City to award an Agreement, nor pay for any costs incurred in the preparation of a proposal for this request. The City reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City to do so. Proposals will remain valid for ninety (90) days while the City reviews the proposals.

PROPOSER INTERVIEWS. The City anticipates inviting Proposers to participate in an Oral Presentation/Interviews on July 14, 2020. The specific time of interviews will be determined based on the number of proposals received.

Proposal Packets and Proposal Forms are available at:
Moorpark City Hall
799 Moorpark Avenue
Moorpark, CA 93021

Proposal Packets and Proposal Forms are available for download from the City's website at <http://www.moorparkca.gov/Bids.aspx>; also at www.mygovwatch.com, and www.caltransit.org.

All questions relating to this RFP should be addressed in writing to the City's Project Representative: Shaun Kroes, Program Manager by e-mail skroes@moorparkca.gov. The deadline for questions is May 19, 2020, at 4:00 p.m. All questions will be recorded and submitted, with answers, to all known Proposers by 4:00 p.m., June 2, 2020.

I. **Introduction**

The City of Moorpark (City) is soliciting proposals from qualified private mobility service and technology providers to assist with the development and implementation of a one (1) year Pilot Mobility on Demand rideshare project (Pilot project), with the option of extending the contract for up to two (2) additional one (1) year extensions, based upon the Contractor's successful performance and available funding of this project. A turnkey solution is desired, and proposals should include provisions for the items included in this Scope of Services (Exhibit B).

The Pilot project is meant to serve the general population by providing shared rides. The Pilot project is anticipated to be funded with Transportation Development Act (TDA) Article 8c funds and potentially Traffic Systems Management Funds that have been collected and are eligible to be spent on this type of project.

The goals of the Pilot project are:

1. To expand mobility options within the City, including areas of the City not currently serviced by fixed-route service.
2. To provide public transit service more effectively than the City's current fixed-route service.
3. To increase dependability of transit service for passengers, including passenger knowledge of estimated time of arrival.
4. To reduce current fixed-route service hours to specific peak-performance hours while on demand service provides service throughout the day.

Firms are invited to propose an innovative and flexible transportation model aimed at encouraging Mobility on Demand, i.e., ridesharing and alternative transportation solutions. The City envisions an easily scalable service model that integrates real-time, dynamic operations technology and the "right-sizing" of vehicles based on demand. The technology should enable a fully automated scheduling, dispatching, and reservation system for a demand responsive transportation service.

The Objectives of the Pilot project are to:

- Test the impact of Mobility on Demand Rideshare Service through a short-term project model.
- Better understand demand and willingness to use a rideshare service.
- Acquire data to allow for detailed analysis of service performance and opportunities for improvements.
- Improve alternative transportation options compared to personal vehicles or traditional single occupancy transportation networking companies through competitive or reduced travel times, convenience, cost effectiveness and improved overall trip experience.
- Reduce congestion and improve traffic flow by reducing vehicles on the road.

The Pilot project is intended to explore the feasibility of replacing portions of the City's Moorpark City Transit (MCT) fixed-route bus service with an on demand service that

provides passengers with the ability to schedule trips via mobile phone application, internet, or call in to request a driver to meet at a particular time and location. It is also anticipated that some Moorpark residents who currently utilize the City's local Senior Dial-A-Ride and ADA Paratransit Dial-A-Ride Services may utilize the on demand service. The on demand pilot program is not intended to provide door-to-door service, but rather, to establish "virtual stops" where passengers will meet the vehicle and be dropped off at other pre-identified/approved virtual stops.

The City of Moorpark is approximately 12 square miles, with a population of about 37,000. Moorpark City Transit provides fixed-route bus service on two routes (Route 1 and Route 2) between the hours of 6:15 a.m. and 6:00 p.m. throughout much of the City. In FY 2018/19, MCT provided 49,608 trips, and collected \$36,879, averaging 8.6 passengers per revenue hour. It should be noted, that as is the case in many fixed-route services, the passengers/hour rate fluctuates. The City has been experiencing decreases in ridership for several years, with ridership decreasing 24% since FY 2014/15, when 65,272 trips were provided. In addition to the decreasing trend in ridership, the City has faced a significant increase in costs over the years, with the fixed route operational and maintenance costs increasing 16% between the same fiscal year period. The City's revenue hour rate equivalent for fixed-route service increased 28% in FY 2019/20 compared to FY 2018/19.

The goal of the Pilot project is to be able to respond to a passenger's request for service within 15 minutes of the requested trip for both ambulatory passengers and passengers with a mobility device. Basic level of service consists of three (3) provided vehicles with at least one (1) of the vehicle's being ADA compliant. The selected proposer will need to have access to additional ADA compliant vehicles should the active ADA compliant vehicle be taken out of service for any reason.

II. Overview of Pilot Project Requirements

Turnkey solution provided through a single contract to include the following items:

- Real-time, dynamic service.
- Software application/platform necessary for scheduling, dispatch, user interface, data collection and to the greatest extent feasible be usable by persons who have a disability.
- Reporting, backend dashboard.
- Vehicles – owned or leased by vendor, including wheelchair accessible vehicles. Minimum of three (3) vehicles dedicated to the City's service area, wrapped with a mutually agreed upon design that indicates the vehicles are for Moorpark City Transit. At least one (1) vehicle shall be wheelchair accessible. A back-up wheelchair accessible vehicle must be available if the primary wheelchair accessible vehicle is down for service (routine or extraordinary). The back-up wheelchair accessible vehicle does not need to be wrapped to match the other vehicles.
- Operators.
- Operation of service.

- Customer service during the hours of operation.
- Storage of vehicles.
- Maintenance of vehicles.
- Marketing of service.
- Day/time of service (Monday through Friday, 6:00 a.m. to 6:00 p.m. except on City holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day).
- The pickup time goal for a passenger is 15 minutes from the time that a trip is requested, including for passengers with a mobility device. Pickup times may vary depending on peak demand of service.
- Data sharing and ownership by the City.
- Ability to apply different rate structures to passengers (i.e., senior, disabled, student, etc.).
- Customer service must be available during all hours when service is operational (Spanish speakers should also be available).
- Ability to request a wheelchair/mobility device accessible vehicle on-demand.
- Service option for those without a smart phone, internet access, credit card.
- Ability to scale service based on demand.
- Contractor agrees to ensure that subcontractors, and any other party involved with the Work who is brought onto or involved in the Work by Contractor, shall meet the same requirements of Contractor.

III. **Proposal Content/Format**

Proposals shall be formatted as follows:

- A. Table of Contents.
- B. Cover Letter - This letter should be on company letterhead and addressed to the City with a statement of the Proposer's basic understanding of the City's needs. The names, the business address and telephone numbers of Proposer's firm's officers, directors and associates along with the names and addresses of any parent or subsidiary of Proposer's company. Information should describe the nature of the work and the line of authority of these individuals as they relate to this project. Please clearly state which services within the scope Proposer's firm proposes to provide and which services will be subcontracted. Include the name, office address, email and telephone number of Proposer's primary point of contact. As appropriate, also include the names and qualifications of subcontractors and/or associates that will assist on this project (see Exhibit F).
- C. Statement of Project Understanding - Describe Proposer's understanding of City's existing conditions, challenges, and needs. Clearly state Proposer's understanding of the project goals, needs, and any significant opportunities or constraints posed by the Pilot project. Briefly discuss how the proposed approach aligns with the City's stated goals and objectives. **(2 page limit response)**

- D. Project Approach - Provide a clear statement of the general approach to be undertaken on the project, including the level of effort required for the work proposed. Proposers are to propose a comprehensive Pilot project approach, describing a specific operational model, technology platform, service territory, vehicle acquisition scheme, and marketing and performance monitoring plan. If the proposal requires a modification or addition to the Scope of Services in the interest of innovation, please state this here and describe why the approach varies and is innovative.

Please address each of the following questions/considerations in the Project Approach section:

1. Service Model Overview: Include information on schedule and route operations. Describe how the operational model would function from the perspective of the Operator, City, and the User.
 - a. What is innovative about the proposed approach?
 - b. Why is the proposed approach the best fit for the City? Explain the reasoning for proposing the specific service model in the approach.
 - c. How many participants or people are estimated to be reached by the project? Explain.
 - d. Describe the user experience and process for a user requesting a ride. Can the platform support various booking modes?
 - e. Is your model based on flexible service, fixed stops or a mix of the two? Explain the benefit of this approach.
 - f. Describe how customer service is handled.
 - g. Provide an estimate of anticipated ridership at one month, six months and one year.
2. Fleet: Describe type and quantity of vehicles required to serve the proposed Pilot project coverage area(s)/location(s). Please note that the City envisions the use of three (3) Proposer-provided vehicles with at least one (1) of the vehicle's being ADA compliant.
 - a. Are the vehicles owned, leased or sub-contracted?
 - b. Is the proposed fleet all the same vehicle type or a mix? Why?
 - c. How many wheelchair accessible vehicles are proposed?
 - d. How old are the vehicles?
 - e. Are the vehicles able to be branded specifically for the City?
 - f. Describe Proposer's ability to scale the number of vehicles up or down based on demand.
 - g. Describe Proposer's ability to scale up for special events.
 - h. Describe the approach to fleet maintenance and storage.
3. Technology Platform and Hardware Requirements: Describe the features and functionality of the technology platform and hardware requirements.
 - a. What technology platform will enable the On-Demand service component of the Pilot project?

- b. Is the technology capable of providing a fully automated scheduling, dispatching, and reservation system for a demand responsive service?
 - c. Describe if/how the proposed platform handles fare collection. Describe the ability of the system to allow different fare structures (i.e., senior fare, student fare).
 - d. How does Proposer propose to share data gathered from the Pilot project with the City?
4. Operator(s): Describe who would operate the Service, both the system and the vehicles.
 - a. Describe the role of the operator in determining route or who to pick up in the platform. Does the operator have the ability to decide if they will or will not pick up a rider?
 - b. Describe the background check process on operators.
 - c. What information does the user see about the operator? Can a rider choose another operator?
 - d. How will insurance and liability coverage be provided?
5. Performance Evaluation Plan: Describe the procedures and methodologies that can be used to calculate and compile results during and after the project. Discuss details of reporting capabilities of technology platform or software, ease of use, list specific types of data that can be collected/shared with the City to improve transportation planning.
 - a. When/how often should the Pilot project be assessed for performance?
 - b. Describe the data this platform collects and any reports that can be generated from it including standard reports (if applicable). Describe to what extent data collection and reporting can be customized to suit the agency's needs. Can this customization be performed by the agency?
 - c. Can the service be modified if the program/project is not performing as intended? If so, how?
 - d. Confirm the following data needed to measure performance can be provided:
 - Ridership – total, by type of rider, by revenue hour.
 - Travel times.
 - Trip denial rate.
 - Booking abandonment rates.
 - Percentage of time headways are met.
 - Revenue – total, by type of rider.
 - Vehicle performance and reliability.
 - Number and success of marketing events – audience reached.
 - Calls for customer service.
6. Accessibility: Discuss any limitations to the proposed Pilot project model.
 - a. How would the service accommodate limited mobility residents, such as seniors or physically impaired users?
 - b. How would the service accommodate unbanked users?

- c. How would the service accommodate users who do not have a Smartphone or data plan?
 - d. How would the proposed service enhance connections to other mode choices, such as existing fixed-route transit?
- 7. Marketing and Promotions Plan: Describe Proposer's approach to marketing and promoting the new service within the City service area.
 - a. Include examples of marketing strategies employed for other services.
 - b. How will branding be used to market the service?
 - c. What specific promotional events are anticipated to market the service?
 - d. How will Proposer measure the success of marketing efforts?
- 8. System and User Training and Support: Describe the program used to train operators and dispatchers/schedulers. Describe how the City will be trained to use any dashboard/reporting tools.
 - a. Describe the technical support available if operators need assistance while providing service.
 - b. Describe the technical support available if the City needs assistance using backend tools or creating reports.
- E. Work Plan - The Proposer shall prepare a detailed Work Plan, describing each step in the overall review, analysis and completion of the Pilot project in accordance with the Scope of Services. In the interest of innovation, the Proposer is encouraged to modify the items included in the Scope of Services or include additional tasks that it feels should be included to develop a successful service, accompanied by an explanation for the modification or addition. Clearly indicate who will be responsible for specific tasks and services included in the Work Plan. The Work Plan shall contain the following elements, but will not be limited to:
 - 1. Work elements separated into tasks and phases.
 - 2. Identification of key staff by work activity.
 - 3. Identification of schedule start and stop dates for each activity.
 - 4. Expected deliverables/results.
 - 5. Key milestones.
- F. Project Timeline - Provide a schedule for performing the tasks identified in the Scope of Services and based on the City's desire to start the Pilot service in 2020.
- G. Relevant Experience/Past Performance/References/Key Team Members - Please provide (i) a brief description of the history and background of Proposer's firm, (ii) the nature and scope of the firm's experience, if any, in handling projects for public transit or transportation agencies and (iii) how many years the firm has been in business.

Describe the firm's direct experience on at least three (3) projects of similar size, scope and complexity completed in the past five (5) years. Provide the name, address and telephone number of persons who may be contacted as references. Proposer shall also include dates, locations, costs, and project managers for these previous projects. Proposer shall similarly discuss the qualifications of all other firms proposed to be utilized in the performance of the work if joint venture partners are proposed or if subcontractors are to be used for substantial portions of the work.

Please also provide firm size, number of employees, primary type of business, other affiliated businesses or services, and other descriptive material. This shall also include the following information: Proposer's legal name, address, telephone number, fax number, e-mail, and web address. Provide a written description of the firm's knowledge areas and relevant experience. Specifically, please cite any experience or knowledge of the following:

1. Public transportation planning and operations.
2. Implementing projects funded through Federal Transit administration (FTA) funds.
3. Implementing demand responsive, innovative mobility systems, including overall project outcomes and lessons learned.
4. Implementing automated scheduling, dispatch, and reservations systems, including setting accuracy and performance criteria.
5. Incorporating passenger fare (cash, non-cash) as part of the fare payment.
6. Marketing new service to an auto-centric market

Include an organizational chart and an explanation, should more than one function be performed by an individual. Submit abbreviated resumes featuring experience, qualifications and skills for key staff most relevant to this RFP. Resumes should include dates, number of years of experience in both their field of expertise and with the proposed firm, as well as other relevant information. Include the expected amount of involvement for each Proposer team member.

Describe the firm's available resources and capability for actually undertaking and performing the work. Provide a written narrative describing the firm's ability and specific approach to providing the services requested in this RFP. Indicate if specific tasks will be subcontracted. Any changes in key personnel after the award of an agreement must be approved by the City before the change is made.

- H. Other Information - Since the preceding sections are to contain only the data that is specifically requested, any additional information that is considered essential to the proposal should be included in this section. If there is not additional information to present, state "There is no additional information we wish to present."
- I. Proof of insurance - Proposers must submit a copy of their current certificate of insurance (COI) with their proposal. If the COI does not include the required

coverage and minimum limits as specified in the RFP, Proposers must also submit a letter from their insurance provider stating the provider's commitment to insure the Proposer, if awarded an agreement, for the types of coverage and at the limits specified in the RFP.

- J. Required Forms - Along with the information required in Part III: A through I above, Proposer shall submit the following required forms:
1. Proposal Cost Form & Addenda Acknowledgement - Exhibit C
 2. Proposer Reference Form - Exhibit D
 3. Vehicle Identification Form - Exhibit E
 4. List of Subcontractors Form - Exhibit F

The proposal (one original and one copy) should be provided in a sealed envelope and marked on the outside of the envelope "PILOT MOBILITY ON DEMAND RIDESHARE PROGRAM – DO NOT OPEN WITH REGULAR MAIL"

Submit proposal to: City of Moorpark
Public Works Department
Attn: Shaun Kroes
799 Moorpark Avenue
Moorpark, CA 93021

PROPOSALS MUST BE RECEIVED BY THE CITY NO LATER THAN 3:00 P.M., ON JUNE 23, 2020.

IV. **Proposal Evaluation and Selection**

The Proposal must be sealed and received by the City up to the hour of 3:00 p.m. on the 23rd day of June, 2020. Proposals received after the time and date specified above will not be considered and will be returned unopened. The City anticipates inviting Proposers to participate in an Oral Presentation/Interview on July 14, 2020. The specific time of interviews will be determined based on the number of proposals received.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Contractor shall be rejected.

All proposals received shall be evaluated with the emphasis placed on:

1. Project Approach and Work Plan (35%).
2. Relevant Experience and Proposed Team (30%).
3. Proposed Vehicles (10%).
4. Cost shall be evaluated in relation to other qualified Proposers (25%). The City need not select the lowest Proposer, but may choose according to the lowest qualified proposal in the best interest of the City.

After review of the proposals received and interviews have taken place, the City reserves the right to further negotiate the proposed work scope and/or method and amount of compensation. Award of an agreement will be based on a combination of factors that represent the best overall value for completing the work as determined by City, including: the written proposal criteria described above; results of background and reference checks; results from the interviews and presentation phase; and proposed compensation.

A Notification of Intent to Award may be sent to any Proposer selected. Award is contingent upon the successful negotiation of final terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If negotiations cannot be concluded successfully, the City in its sole discretion may negotiate an agreement with another Proposer or withdraw the RFP.

The Proposer is advised that should this RFP result in recommendation for award of an Agreement, the Agreement shall not be in force until it is approved and fully executed by the City.

All products used or developed in the execution of any Agreement resulting from this RFP shall remain in the public domain at the completion of the Agreement.

Compensation under any Agreement resulting from this RFP shall be on a time and expense basis at rates stated in the cost forms.

A sample of the proposed Agreement is attached herein as Exhibit H. The Contractor shall adhere to the provisions of this Agreement. The Contractor shall advise the City, in the proposal transmittal letter, of any provision which they have alternative wording or any provision which they cannot accept.

Any Agreement awarded as a result of this RFP shall be awarded without discrimination based on race, color, religion, age, sex, or national origin.

V. **General Proposal Terms and Conditions**

- A. Agreement Requirement - The Proposer to whom the Agreement is awarded shall execute a written Agreement with the City within ten (10) calendar days after notice of the award has been sent by mail to the Contractor at the address given in the proposal. The Agreement shall be made in the form approved by the City and incorporated in this RFP as Exhibit H. Any exceptions, concerns, or requests to modify the Agreement must be provided in writing and submitted with the proposal. The Proposer warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all applicable federal, state, county, and City laws, ordinances, statutes and regulations.

- B. Communications Regarding RFP - If a Proposer is in doubt as to the meaning or intent of any part of the RFP, or discovers discrepancies in or omissions from the RFP, it may submit a written request for an interpretation or correction thereof to the Program Manager, Shaun Kroes, City of Moorpark. Interpretation or correction of the RFP shall be made only by addendum duly issued by the City. A copy of any such addendum shall be mailed or delivered to each known person receiving the RFP, and such addendum shall be considered a part of the RFP and shall be incorporated therein. All timely requests for information submitted in writing by May 19, 2020, at 4:00 p.m., shall receive a written response from the City. Telephone communications with members of City staff are not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.
- C. Modification or Withdrawal of Submittals - Any proposal received prior to the date and time specified for receipt of proposals may be withdrawn or modified by written request of the prospective contractor. To be considered, however, the modified proposal must be received by the time and date originally specified.
- D. Property Rights - Proposals received within the prescribed deadline become the property of the City and all rights to the contents therein become those of the City.
- E. Confidentiality - Prior to award of the Agreement, all proposals shall be designated confidential to the extent permitted by the California Public Records Act. After award of the Agreement, or if not awarded, after rejection of all proposals, all responses shall be regarded as public records and shall be subject to review by the public. Any language purported to render confidential all or portions of the proposals shall be regarded as non-effective and shall be disregarded.
- F. Non-Commitment of City - This RFP does not commit the City to award an agreement, to pay any costs incurred in the preparation of a proposal responding to this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm, or to modify or cancel in part or in its entirety the RFP, if it is in the best interest of the City to do so.
- G. Insurance Endorsement - Proposer's attention is directed to Exhibit I's insurance requirements. The City requires Contractor to endorse the third party general liability coverage required to include as additional insureds the City, its officials, employees and agents, using standard ISO endorsement CG 20 10 (ongoing operations) and CG 20 37 (completed operations), or equivalent. Sample endorsements for general liability insurance are provided in Exhibit I-1. Contractor's attention is also directed to Exhibit I-2 "Waiver of Transfer of Rights of Recovery Against Others to Us". All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation

against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. By submitting a proposal, Contractor is confirming Contractor can comply with the City's insurance requirements.

- H. Subcontractor Approval - Unless prior written consent from the City is obtained, only those subcontractors whose names appear in Proposer's proposal (provided in Exhibit F) shall be used in the performance of this Agreement.
- I. Addenda – The City may, from time to time, issue Addenda to the RFP. Proposers are responsible for ensuring that they have received any and all Addenda. Each Proposer is responsible for verifying that it has received all Addenda issued, if any. Proposers must acknowledge receipt of all Addenda, if any, in their proposals. Failure to acknowledge receipt of all Addenda may cause a Proposal to be deemed incomplete and non-responsive.

VI. **Proposal Checklist**

All of the following items must be included in the submitted proposal in order to be considered complete. The proposal will be considered "Exhibit A" to the City's Agreement if awarded to the Proposer. Proposer may include additional materials as necessary. Proposer should submit one (1) original proposal and one (1) copy. The proposal must include the following:

- 1. Answers to Part III: A through I
- 2. Proposal Cost Form and Addenda Acknowledgment (Exhibit C)
- 3. Proposer Reference Form (Exhibit D)
- 4. Vehicle Identification Form (Exhibit E)
- 5. List of Subcontractors (Exhibit F)

EXHIBITS

EXHIBIT A – PROPOSAL CHECKLIST

EXHIBIT B – SCOPE OF SERVICES

EXHIBIT C – PROPOSAL COST FORM AND ADDENDA ACKNOWLEDGMENT

EXHIBIT D – PROPOSER REFERENCE FORM

EXHIBIT E – VEHICLE IDENTIFICATION FORM

EXHIBIT F – LIST OF SUBCONTRACTORS

EXHIBIT G – MOORPARK CITY TRANSIT RULES

EXHIBIT H – SAMPLE AGREEMENT

EXHIBIT I – INSURANCE REQUIREMENTS

EXHIBIT I-1: SAMPLE ENDORSEMENT

EXHIBIT I-2: SAMPLE ENDORSEMENT WAIVER OF SUBROGATION

EXHIBIT A PROPOSAL CHECKLIST

All of the following items must be included in the submitted proposal in order to be considered complete. The proposal will be considered "Exhibit A" to the City's Agreement if awarded to the Proposer. Proposer may include additional materials as necessary. Proposer should submit one (1) original proposal and one (1) copy. The proposal must include the following:

1. Answers to Part III: A through I
2. Proposal Cost Form and Addenda Acknowledgment (Exhibit C)
3. Proposer Reference Form (Exhibit D)
4. Vehicle Identification Form (Exhibit E)
5. List of Subcontractors (Exhibit F)

EXHIBIT B
SCOPE OF SERVICES
FOR PILOT MOBILITY ON DEMAND RIDESHARE PROGRAM

SECTION 1. INTRODUCTION

The City of Moorpark (City) is soliciting proposals from qualified private mobility service and technology providers to assist with the development and implementation of a one (1) year Pilot Mobility on Demand rideshare project (Pilot project), with the option of extending the contract for up to two (2) additional one (1) year extensions, based upon the Contractor's successful performance and available funding of this project. A turnkey solution is desired, and proposals should include provisions for the items included in this Scope of Services.

The Pilot project is meant to serve the general population by providing shared rides. The Pilot project is anticipated to be funded with Transportation Development Act (TDA) Article 8c funds and potentially Traffic Systems Management Funds that have been collected and are eligible to be spent on this type of project.

The goals of the Pilot project are:

1. To expand mobility options within the City, including areas of the City not currently serviced by fixed-route service.
2. To provide public transit service more effectively than the City's current fixed-route service.
3. To increase dependability of transit service for passengers, including passenger knowledge of estimated time of arrival.
4. To reduce current fixed-route service hours to specific peak-performance hours while on demand service provides service throughout the day.

Firms are invited to propose an innovative and flexible transportation model aimed at encouraging Mobility on Demand, i.e., ridesharing and alternative transportation solutions. The City envisions an easily scalable service model that integrates real-time, dynamic operations technology and the "right-sizing" of vehicles based on demand. The technology should enable a fully automated scheduling, dispatching, and reservation system for a demand responsive transportation service.

The Objectives of the Pilot project are to:

- Test the impact of Mobility on Demand Rideshare Service through a short-term project model.
- Better understand demand and willingness to use a rideshare service.
- Acquire data to allow for detailed analysis of service performance and opportunities for improvements.

- Improve alternative transportation options compared to personal vehicles or traditional single occupancy transportation networking companies through competitive or reduced travel times, convenience, cost effectiveness and improved overall trip experience.
- Reduce congestion and improve traffic flow by reducing vehicles on the road.

SECTION 2. REQUIREMENTS

Turnkey solution provided through a single contract to include the following items:

- Real-time, dynamic service.
- Software application/platform necessary for scheduling, dispatch, user interface, data collection and to the greatest extent feasible be usable by persons who have a disability.
- Reporting, backend dashboard.
- Vehicles – owned or leased by vendor, including wheelchair accessible vehicles. Minimum of three (3) vehicles dedicated to the City's service area, wrapped with a mutually agreed upon design that indicates the vehicles are for Moorpark City Transit. At least one (1) vehicle shall be wheelchair accessible. A back-up wheelchair accessible vehicle must be available if the primary wheelchair accessible vehicle is down for service (routine or extraordinary). The back-up wheelchair accessible vehicle does not need to be wrapped to match the other vehicles.
- Operators.
- Operation of service.
- Customer service during the hours of operation.
- Storage of vehicles.
- Maintenance of vehicles.
- Marketing of service.
- Day/time of service (Monday through Friday, 6:00 a.m. to 6:00 p.m. except on City holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day).
- The pickup time goal for a passenger is 15 minutes from the time that a trip is requested, including for passengers with a mobility device. Pickup times may vary depending on peak demand of service.
- Data sharing and ownership by the City.
- Ability to apply different rate structures to passengers (i.e., senior, disabled, student, etc.).
- Customer service must be available during all hours when service is operational (Spanish speakers should also be available).
- Ability to request a wheelchair/mobility device accessible vehicle on-demand.
- Service option for those without a smart phone, internet access, credit card.
- Ability to scale service based on demand
- Contractor agrees to ensure that subcontractors, and any other party involved with the Work who is brought onto or involved in the Work by Contractor, shall meet the same requirements of Contractor.

SECTION 3. SERVICE PLAN

Proposed service plan should include provisions for service Monday through Friday, except for designated holidays (currently New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day).

The number of vehicles running may be scaled based on anticipated demand during the day (i.e. more vehicles available during peak-demand, fewer vehicles available during off-peak times). The pickup time goal for a passenger is 15 minutes from the time that a trip is requested, including for passengers with a mobility device. It should be noted that the City's Scope of Service anticipates a maximum of three (3) vehicles in service, which the City recognizes may impact the actual pickup time for passengers. Contractor may propose pricing for additional service vehicles that the City may select the option of requesting.

SECTION 4. WORK PLAN

The plan shall include the schedule for submitting all preliminary and/or final services and documents as outlined in the Scope of Services. The Work Plan shall contain the following elements, but will not be limited to:

- Work elements separated into tasks and phases.
- Identification of key staff by work activity and proposed location.
- Identification of schedule start and stop dates for each activity.
- Expected deliverables/results.
- Key milestones (i.e., Pilot deployment, Performance Monitoring).

SECTION 5. PROJECT MANAGEMENT

Project Management will be a continuous function and a key responsibility of the Contractor. Contractor's Project Manager assigned to the Pilot project shall have the authority to make commitments and decisions that are binding on the Contractor and any subcontractors. The City's Project Manager shall be the City Manager or his designee (References to the City Manager in this Scope of Services shall be interpreted to also include, "...or City's Manager's designee". All communications between the City and the Contractor shall be coordinated through their respective Project Managers. In the area of Project Management, the Contractor shall:

- Schedule and facilitate a kick-off meeting, key milestones, interagency meetings, field reviews, advisory and/or stakeholders group meetings, and other project related meetings.
- Prepare agendas, minutes, and sign in sheets for all meetings.
- Maintain and update the work plan as approved by City's Project Manager.
- Develop and maintain an overall project schedule to ensure milestones are met in an efficient manner.
- Oversee subcontractor's (if any) activity. Contractor's Project Manager will ensure that individuals performing tasks have appropriate skill levels and credentials.

- Coordinate all required deliverables, including, Pilot operations, vehicle acquisition, installation and configuration of software and hardware, documentation and training, branding and marketing, and/or performance monitoring and reporting, per the final contract agreement.
- Be available and responsive to requests for information, inspections or meetings related to third party oversight. As much as possible, these items will be scheduled ahead of time; however, time-sensitive issues may arise.

SECTION 6. PERFORMANCE MONITORING AND REPORTING

Contractor shall provide regular reporting, as follows:

- 6.1 Provide Bi-Weekly Staff Briefings: Contractor shall provide bi-weekly briefings to City Project Manager on completed tasks, deliverables, and all issues resolved during the two-week period, with an explanation and new data for unmet tasks and deliverables. The briefing will also provide a forecast of activities and expected deliverables for the upcoming one-month period. The bi-weekly briefing shall contain, at a minimum:
 - Summary of work completed to-date
 - Updates to Project Schedule
 - Status of Pilot and Deliverables
 - Activities and expected deliverables for the upcoming month
 - Issues for resolution
- 6.2 Performance Reports & Service Adaptation Plans (SAP): Reporting and analysis tools shall be built into the technology platform and open to City for regular use. All data collected as part of the Pilot project must be openly shared with City and is the property of City. Contractor shall create custom reports as requested by City. Reports shall allow for daily, weekly, and monthly assessment of the Pilot project so that changes can be made to improve service and ridership if deemed necessary by City.
- 6.3 Performance Evaluation Reports: Contractor shall provide a Performance Evaluation Report at the end of each month of the Pilot project. At 6 months and 12 months of service, a Summary Performance Evaluation Report shall be submitted that includes all past performance measures and reporting to give a comprehensive overview of the success of the Pilot project to date.
- 6.4 Report Content: Monthly Performance Evaluation Reports shall summarize the performance of the Pilot project, using clear and measurable criteria that could include, but are not limited to:
 - Demand summary (origin/destination, time of use, boardings per revenue hour, total ridership, type of rider).
 - Total passenger counts by demographic category and fare (student, adult, senior citizen, disabled, etc.) by day.
 - Trip data (travel times, routes trip denial rate, booking abandonment rates,

- percentage of time headways are met).
- Revenue summary (total revenue, revenue broken down by types of riders, if applicable).
- Vehicle miles, vehicle miles since last preventive maintenance inspection, a list of any vehicle repairs made, number and length of time a backup vehicle was used, and vehicle roadcalls.
- Listing of all vehicles in service.
- Hardware performance and reliability.
- Vehicle maintenance, performance and reliability.
- Date, time, and length of time for any service disruptions (along with any actions taken in response to service disruptions).
- Status and success of marketing efforts (number of events, attendance, audience reach, etc.).
- Customer Service.

6.5 Service Adaptation Plan (SAP): If circumstances arise that merit modifications to the Pilot service operations, a SAP must be coordinated with City Project Manager and be submitted along with the monthly report, clearly delineating the problem(s), proposed solution(s), specific service changes, and timeline for implementing changes.

SECTION 7. FINALIZE PILOT SERVICE PLAN

Contractor shall coordinate with City Project Manager and staff to refine and approve the Pilot project plan, including specific stops, routes (if necessary), schedules, service coverage areas, and cost structure (including potential subsidization). Field visits should be made to assess all proposed stop locations for safety, ADA access, and existing shelters and amenities.

SECTION 8. FARE STRUCTURE

Contractor shall work with City Project Manager to determine the cost per ride to users based on the proposed service model, associated costs to operate the Pilot project, and available resources. City will ultimately determine the cost per ride for its customers. The fares collected shall be recorded and deducted from Contractor's monthly invoice.

SECTION 9. SOFTWARE, HARDWARE & EQUIPMENT PLANNING

Contractor shall provide all software design, installation, training, and technical assistance, hardware and equipment required to deploy and manage the Pilot project.

9.1 Technology Platform Characteristics and Documentation: City envisions a technology platform that can be used to, in real time, aggregate riders traveling from multiple origins to multiple destinations in an exceptionally efficient way that optimizes the balance between maximizing vehicle utilization across the fleet and maintaining excellent quality of customer experience.

The platform should support fully automated scheduling, dispatch, and reservations, allowing passengers to book trips in real-time via phone, internet, and mobile application. The administrative interface should allow for real time monitoring and assessment of schedule adherence, vehicle locations, vehicle breakdowns, and operator performance. It should be accessible via standard web browsers and from any commonly used internet - enabled device and should provide options to generate reports and extract operational data for analysis. At a minimum, software will also be fully-compliant with federal accessibility requirements related to website design and usage.

Using the final Pilot project model and description of work above as a basis, the Contractor shall design and document processes and functionalities as they are to be implemented within the software component of the project. The Contractor shall document modules, platforms, and services that will be implemented to meet City's needs, desired service model, and work rules.

Contractor shall be responsible for coordinating payment and fare integration within the technology platform and/or across other agency applications, as necessary. City envisions that the payment system will be highly accessible and will include multiple forms of payment to accommodate residents that are unbanked, do not own a smart phone, or have low technology literacy.

- 9.2 Hardware, Equipment & Vehicles: Contractor shall provide all necessary hardware required to deploy the Pilot service. If transfer of equipment between vehicles is required, it should be a well-documented and easy to follow process. The operator user interface should be safe and easy to use and include audible and clear messaging indicating passenger updates and stop changes. Operator instructions should be available in list, map, and turn-by-turn voice instructions to ensure safe operation.
- 9.3 Vehicle Acquisition & Operations Plans: Contractor shall supply and maintain all necessary vehicles for the Pilot service. If Contractor does not own the necessary vehicles for the Rideshare Service as determined in the Service Model, vehicle acquisition by way of purchase, leasing, or other agreement will be required by the Contractor. The selected Contractor shall work with City to develop a vehicle acquisition plan that clearly outlines the fleet size, type, fixed and variables costs, operations and maintenance needs and the City desired vehicles that accommodate limited mobility users and bicycle storage, as feasible. City envisions the core vehicle fleet shall have a seating capacity of eight (8) to twelve (12) passengers per vehicle. The ADA accessible vehicle(s) shall have at minimum capacity for one (1) mobility device (wheelchair/scooter) but preferably two (2) mobility devices. City's preference is for a low-floor access vehicle for mobility devices versus lift-style. Vehicles used in the performance of this Agreement shall be no more than five (5) years old and/or have no more than 150,000 miles during any time during the initial term or subsequent

renewals of this Agreement. Vehicle registration and vehicle identification numbers will serve as proof of age. Vehicles must meet all EPA standards. Proposer must specify the number of wheelchair-accessible vehicles needed to successfully implement the Pilot project. All such vehicles must meet ADA (49 CFR Parts 37 and 38) standards. See Section 18 "VEHICLES" for additional vehicle requirements.

- 9.4 Software and Hardware Installation Plan: Contractor shall develop an installation plan that will be approved by the City Project Manager. The installation plan will detail all the necessary tasks and the schedule to complete the installation of all software and hardware, as appropriate, including:
- A plan outlining all tasks necessary to prepare City for the software installation.
 - City staff and resources required during the installation, testing and acceptance activities.
 - Contractor personnel and resources assigned to the data-related tasks, installation, testing and acceptance activities.
 - Timeline and sequence of all installation, data-related testing and acceptance tasks.
 - Functional test procedures, including the use of persons with visual deficits.
 - Training curriculum, schedule and other training related requirements.
 - Mock Go-live and Go-live procedures.
 - Roll-out procedures.
 - Post-Go-Live procedures.
 - Problem resolution procedures.
- 9.5 Vehicle Operations: Contractor is responsible for ensuring that all relevant federal, state, and local regulations are complied with, including trainings, certification, and/or licensure, as needed.

Proposals that include the use of unionized labor must clearly state all terms and conditions that may influence the Pilot project. See Section 19 "DRIVERS" for additional driver requirements.

SECTION 10. INSTALL & IMPLEMENT SOFTWARE AND HARDWARE COMPONENTS

In conformance to the Technology Platform Documentation and Software and Hardware Installation Plan, the Contractor shall perform the following:

- Installation of the suite of modules contained in the software component.
- Application of all configurations identified in the Software Solution Design.
- Installation of necessary hardware on pilot vehicles.
- Test suite of modules.
- System acceptance testing.

- Mock go-live.
- Go live/roll out.

SECTION 11. SYSTEM & USER TRAINING

This Pilot project is expected to be provided by the Contractor as a turnkey solution with minimal City staff resources needed to implement the service. However, the Contractor shall provide training and manuals for the City staff needed to monitor, assess, access data and develop reports using the dashboard and other tools provided by the Contractor. Contractor shall also ensure the adequate and complete training of operators takes place prior to placing the operators on the Approved Operators List submitted to City.

SECTION 12. TECHNICAL SUPPORT

The Contractor shall provide ongoing technical support for the duration of the project. The Contractor should indicate the level of technical support and ongoing monitoring that will be provided in order to ensure the system is functioning properly. Software upgrades should be provided as soon as they are available. Technical support shall include but is not limited to:

- Customer assistance for booking a trip using smart phone.
- Phone and email responses to software failures or questions within 24 business hours.
- Assistance with questions on use of approved software configuration and software version.
- Availability of experts to confer on software new release installation and fixes to bugs.
- Software upgrades.

SECTION 13. CUSTOMER SERVICE

Customer service shall be available to riders anytime the Pilot project is in operation. City expects this service as part of the overall turnkey approach and will not have staff available to respond to customer service requests.

- Riders shall have immediate access to customer service assistance via mobile application, internet, or phone call at any point in time when service is in operation.
- Customer service concerns related to safety shall be addressed immediately and reported to City within two (2) hours.
- City shall have access to all customer service comments, questions, requests or complaints and Contractor's responses thereto.

SECTION 14. PILOT DEPLOYMENT PLAN

Contractor shall submit a draft plan for City Project Manager approval detailing all tasks necessary to deploy the Pilot project showing the relationship across all components.

Include timelines and indicate responsible parties. Tasks shall include but are not limited to:

- Vehicle Procurement.
- Stop or Station Preparation (i.e., signage, installation of amenities).
- Operator Procurement and Training.
- Administrative processes.
- Test runs.
- Promotional Events & Marketing.
- Full Service Deployment.

SECTION 15. MARKETING & PROMOTIONS PLAN & IMPLEMENTATION

Contractor shall develop a comprehensive marketing and promotions plan based upon previous experience deploying a new transit, rideshare, or similar service. City envisions a combination of hard copy marketing materials, promotional events and subsidies, and online advertising. Strategic and robust marketing of the Pilot project will be critical to its success.

SECTION 16. CONTACT INFORMATION

Contractor shall provide the City with emergency and after hours contact telephone numbers and mobile phones that the City may use as necessary to communicate with the Contractor after normal working hours.

SECTION 17. VEHICLE COMMUNICATION

The Contractor shall provide to the vehicles the necessary communication equipment to allow for communication between the driver and the Contractor's maintenance facility.

The Contractor shall notify the City, at the first available opportunity, of any vehicle breakdowns or other problems that may cause schedule delays.

SECTION 18. VEHICLES

Contractor shall adhere to the following maintenance and vehicle requirements:

- 18.1 Maintenance Facility: Contractor shall provide and maintain an appropriate fixed maintenance facility. The facility shall be equipped with all tools and equipment necessary for maintenance of vehicles in accordance with this Agreement.
- 18.2 Daily Maintenance: Contractor shall perform daily vehicle servicing on all vehicles under this Agreement. For purposes of this Agreement, daily servicing shall include, but not be limited to: fueling; check/add engine oil, coolant, water, and transmission fluid; farebox vault pulling and replacement; wheelchair lift check; brake check; light and flasher check; and checking all vehicle performance defects reported by drivers to identify potential safety and reliability

items requiring immediate attention. The Contractor shall develop, implement and maintain a written checklist of items included in the daily servicing of the vehicles. The checklist shall be utilized and kept on file for City and California Highway Patrol (CHP) review at any time during regular business hours. The checklist requirement may incorporate or supplement CHP required driver's pre-trip safety inspections.

18.3 Vehicle Cleaning: Contractor shall maintain all vehicles in a clean and neat condition at all times.

18.4 Preventive Maintenance: Contractor shall develop and implement a preventive maintenance program. At a minimum, the Contractor's preventive maintenance program shall adhere to the preventive maintenance schedules and standards of the industry, and shall meet the manufacturer's specifications and be sufficient so as not to invalidate or lessen warranty coverage of the vehicles. Adherence to preventive maintenance schedules shall not be regarded as reasonable cause for deferred maintenance in specific instances where the Contractor's employees observe that maintenance is needed in advance of schedule.

The Contractor shall not defer maintenance for any reason without the prior written consent of the City. The Contractor shall adjust the work schedule of its employees as necessary to meet all scheduled services and complete preventive maintenance activities according to the schedule. All parts used for preventive maintenance shall be new and meet manufacturer's specifications.

The City, at its own expense, may inspect the vehicle(s) to ensure that regular preventive maintenance is being performed.

18.5 Vehicle Repairs: All repairs to the vehicles shall be performed by the Contractor or by other vendors and suppliers and shall be included in the final Agreement cost. Repairs shall include, but not be limited to, work to correct loss or damage; adjustments due to normal wear and tear; and overhaul, rebuilding or replacement of components. All required parts shall be new and meet manufacturer's specifications.

Repair work shall be conducted as soon as practicable upon learning that such work is required. The Contractor shall perform repair work expeditiously in response to identification of problems by drivers or other staff members. The Contractor shall assure the City that required repairs shall not be deferred beyond a reasonable time.

The Contractor shall be familiar with vehicles and equipment warranties and shall comply with all warranty provisions in the conduct of maintenance.

- 18.6 Vehicle Towing: In the event that towing of a vehicle is required due to mechanical failure or damage, the Contractor shall be responsible to provide such towing at the Contractor's sole expense.
- 18.7 Maintenance Records and Reports: The Contractor shall prepare, maintain, and make available to the City, the CHP and/or such other regulatory agencies with jurisdiction, records and data relative to vehicle maintenance. Maintenance records shall be maintained on all vehicles indicating all warranty work, preventive maintenance, and repairs performed on each vehicle. All such records and reports shall be prepared and maintained in such a manner to fulfill any applicable state or federal requirements, as well as any needs of the City to enable it to evaluate accurately the Contractor's maintenance performance and the operating expense associated with the services provided under this Agreement.

The City maintains the right to inspect, examine and test, at any reasonable time, any vehicles used in performance of this Agreement and any equipment used in the performance of maintenance work in order to ensure compliance with this Agreement. Such inspection shall not relieve the Contractor of the obligation to monitor continually the condition of all vehicles and to identify and correct all substandard or unsafe conditions immediately upon discovery.

SECTION 19. DRIVERS

- 19.1 Licenses: Drivers are required to possess a valid California Class "B" or "C" driver license for the operation of the type of vehicles to be used by that respective driver. The Contractor shall provide thorough training for all drivers for the proper performance of their duties. Drivers shall also be thoroughly trained on the use of all equipment required under this Agreement, including the Contractor's backup vehicles.
- 19.2. Driver Duties: At a minimum, drivers shall be required to: wear an approved uniform of clean and neat appearance, be helpful and courteous, ensure that fares are collected and deposited in the farebox, assist senior citizens and passengers with disabilities, refuse rides to unruly passengers, stay on schedule, obey all traffic laws, and enforce all City Transit Passenger Rules (Exhibit G). Drivers shall not smoke in the vehicles or allow passengers to do the same.
- 19.3 Driver as Employee: City shall have the right, contingent upon the Contractor's personnel policy guidelines, to ask for the temporary or permanent removal of any driver furnished by Contractor for any reasonable cause (not to be construed as requesting removal from Contractor's employment). Contractor shall submit a copy of its current personnel policy guidelines with this Agreement and any amendments thereto. All drivers shall be employees of Contractor and Contractor shall be solely responsible for payment of all employees' wages and benefits. Drivers shall not be permitted to be independent contractors.

Contractor, without any expense to City, shall faithfully comply with the requirements of all applicable laws with respect to employee liability, workers' compensation, unemployment insurance and other forms of social security. Contractor shall also be responsible for withholding of income tax at its source from employees' wages and, furthermore, the Contractor shall indemnify and hold harmless the City and the State of California from any liability, damages, claims, costs, and expenses of any nature arising from alleged violation of such laws.

- 19.4 Driver Training: Contractor shall provide thorough training for all drivers for the proper performance of their duties. Contractor must have a training program encompassing the National Safety Council Defensive Driving Course. This program should also direct itself to dealing specifically with transporting the elderly and mobility impaired. All new employees shall receive proper training and instruction at the time of hiring and prior to being assigned to the service. This training program must be described fully and submitted to City for review with this Agreement for approval by the City.
- 19.5 Driver Testing: The Contractor shall require pre-employment medical examinations, including drug and alcohol testing, for all prospective drivers and other safety sensitive employees of the Contractor. Any person who has not successfully passed such an examination shall not be permitted to operate a vehicle in any service performed under Agreement to the City. Additionally, the Contractor must have an anti-drug program established for employees under the congressionally mandated Drug-Free Workplace Act. The required anti-drug program would include, in addition to the pre-employment testing, testing after an accident, when there is reasonable cause, periodically, every two (2) years upon receipt or renewal of the Department of Motor Vehicles Medical Examiner's Certificate, and before returning to duty to perform sensitive safety functions after a positive drug test.

The Contractor shall comply with the Congressionally Mandated Drug-Free Workplace Act of 1988, by providing certification that (a) the drug free workplace actions shall be implemented, and (b) those actions are being/have been implemented.

- 19.6 Background Check: Contractor shall at a minimum perform background checks on drivers utilizing a vendor such as Live Scan to ensure that drivers with inappropriate backgrounds are not employed to provide services under this Agreement. Drivers shall have no felony conviction history

SECTION 20. DRUG AND ALCOHOL TESTING

- 20.1 Drug and Alcohol Testing: The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and

permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California or City, to inspect the facilities and records associated with the implantation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 before February 15 and to submit the Management Information System (MIS) reports before February 15 to the City's Project Manager. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

- 20.2 Information about Program: Contractor shall submit to City upon execution of an Agreement, copies of its employee handbook and substance abuse policy as well as all training guides no later than thirty (30) days after Agreement start date.

SECTION 21. NATIONAL TRANSIT DATABASE REPORTING REQUIREMENTS

The Federal Transit Administration (FTA) requires the City to submit reports to the National Transit Database (NTD). The Contractor shall assist the City in completing all NTD reports by providing the following data when requested:

- Number of passengers.
- Vehicle revenue hours.
- Vehicle revenue miles.
- Fare collected.
- Total vehicle miles for each vehicle (with beginning mileage as of July 1 and ending mileage as of June 30).

The reporting requirements may change at any time, subject to determination of NTD. Contractor will be required to provide any and all information that NTD requests.

SECTION 22. SPECIAL SERVICES

From time to time the City may wish to expand the hours or the days of services to the community. With twenty-four (24) hours written notice, Contractor shall provide the special service using the Agreement vehicles, at the regular hourly rate.

EXHIBIT C
PROPOSAL COST FORM AND ADDENDA ACKNOWLEDGMENT
FOR ALL SERVICES DESCRIBED IN THE SCOPE OF SERVICES

In response to the Request for Proposals for Pilot Mobility On Demand Rideshare Program, the undersigned agrees to provide services in accordance with these Documents, which have been carefully examined. The City, at its sole option, may contract with more than one operator or expand or reduce services during the term of the Agreement. Pricing shall not be adjusted if services in the Scope of Services (Exhibit B) are reduced or expanded during the term of the Agreement except for as detailed further in Exhibit C.

Section 1: Project Kick-off

Includes all work that Contractor anticipates performing beginning from the time that the Agreement is awarded and a Notice to Proceed is issued, and the start of revenue hour service. Contractor shall attach to this Exhibit C a breakdown of the number of staff hours, staff positions, and staff hourly rate used to calculate Section 1's dollar amount. Contractor shall bill monthly and shall provide the actual number of hours used by each staff member. Note that Section 1 will be a Year 1 cost only.

Section 1 Cost (submitted in numerical format): \$ _____

Section 2: Revenue Service

Contractor shall have the option of completing either Section 2.A (Revenue Hour Basis Only) and/or Section 2.B (Capital Vehicle Lease Costs and Revenue Hour Basis).

2.A: Pilot Mobility On Demand Rideshare Program – Revenue Hour Basis			
Contractor shall bill for services on a monthly rate based on the number of revenue hours of service provided for the month.			
	Year 1	Year 2	Year 3
Revenue Hour Rate*	\$	\$	\$

*Revenue Hour is defined as the time when a vehicle is available to the general public and there is an expectation of carrying passengers. For purposes of proposal comparison, City assumes three (3) vehicles operating twelve (12) revenue hours each day (or 36 revenue hours per day) for 256 days (9,216 revenue hours).

Contractor may provide additional breakdown if it intends to provide a different Revenue Hour Rate for ADA accessible and non-ADA accessible vehicles. Contractor shall have the option of renegotiating the revenue hour rate should the number of revenue hours increase or decrease by 25%.

2.B: Pilot Mobility On Demand Rideshare Program – Capital Vehicle Lease Costs and Revenue Hour Basis

Contractor shall separately invoice monthly for the capital lease costs of each vehicle used for service and an additional revenue hour rate for each revenue hour of service.

	Year 1	Year 2	Year 3
Vehicle Capital Lease*	\$	\$	\$
Revenue Hour Rate**	\$	\$	\$

*Provide the proposed monthly vehicle capital lease rate for each year. For purposes of proposal comparison, City will assume three (3) leased vehicles monthly for 12 months a year.

**Revenue Hour is defined as the time when a vehicle is available to the general public and there is an expectation of carrying passengers. For purposes of proposal comparison, City assumes three (3) vehicles operating twelve (12) revenue hours each day (or 36 revenue hours per day) for 256 days (9,216 revenue hours).

Contractor may provide additional breakdown if it intends to provide a different vehicle capital lease monthly rate and/or a different revenue hour rate for ADA accessible and non-ADA accessible vehicles.

Section 3: Marketing Program

Includes all work that Contractor anticipates to perform relative to Contractor's proposed marketing program. Contractor shall attach to this Exhibit C a proposed marketing program, including a breakdown of the number of staff hours, staff positions, and staff hourly rate used to calculate Section 3's dollar amount. Contractor shall bill monthly and shall provide the actual number of hours used by each staff member. Contractor shall include anticipated material/advertising costs as well, including markup. Note: A maximum of ten percent (10%) markup is allowed for purchased materials.

The undersigned understands that any conditions placed on the items stated above, clarification made to the above, or information submitted on or with this form (other than that requested) may render the proposal unresponsive. If awarded the Agreement, the undersigned hereby agrees to sign said Agreement and to furnish all necessary certificates.

Section 3 Cost (submitted in numerical format):

Year 1: \$ _____

Year 2: \$ _____

Year 3: \$ _____

PROPOSER: _____

CONTACT: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____ EMAIL: _____

SIGNATURE: _____ TITLE: _____

ADDENDA ACKNOWLEDGMENT

Proposer's Name: _____

Proposer shall signify receipt of all Addenda here, if any:

Addendum Number	Date Received	Signature

If there are more Addenda than there is room in the chart above, attach another page acknowledging receipt of the Addenda.

**EXHIBIT D
PROPOSER REFERENCE FORM**

PART I

GENERAL INFORMATION:

1. NAME _____

2. Proposer is a: (circle one)

Corporation / Partnership / Association / Sole Proprietorship

3. Proposer's address and Telephone Number:

4. Name, Title, Telephone Number, and Email Address of Proposer's Authorized Representative:

5. Proposer's Credit References: (Include names, addresses, and telephone numbers of at least three references, one of which must be the Proposer's bank)

A. _____

B. _____

C. _____

EXHIBIT E
VEHICLE IDENTIFICATION FORM

VEHICLE INFORMATION

All Proposers shall provide the following information for each vehicle that the Proposer proposes to use in this project. Proposers must submit photographs of vehicle exteriors and depictions of interior seating configuration, to be attached to this form. If Proposer intends to procure vehicles upon execution of an Agreement, then Proposer shall indicate such on this Exhibit E and include vehicle detail sheet(s) and anticipated delivery date of procured vehicles.

1. Primary or Backup Vehicle _____
2. Vehicle Mileage _____
Date of Odometer Reading: _____
3. Vehicle Type/Model/Manufacturer _____
4. Date of Manufacture _____
5. Vehicle is (circle one): NEW USED
6. Passenger Seating Capacity _____
7. Gross Vehicle Weight Rating _____
8. Engine/Transmission Type _____
9. Overall Length _____
10. Exterior Width _____
11. Interior Height _____
12. Aisle Width _____
13. Step Height from Ground _____
14. Destination Signs (Describe Location and Functions):

15. Wheelchair Equipment (Describe Type/Model/Manufacturer and attach photograph):

16. Number of Miles and Hours on Engine and Transmission Since Last Overhaul (if applicable):

17. Tire Condition: (circle one) NEW USED RECAPPED

Comments: _____

18. Location/address where vehicle will be stored and maintained:

Location Stored: _____

Location Maintained (if different from storage): _____

**EXHIBIT F
LIST OF SUBCONTRACTORS
(FILE IF APPLICABLE)**

Name of Subcontractor

Address/Phone

Items of Work

EXHIBIT G
MOORPARK CITY TRANSIT RULES

1. No eating, drinking, smoking, loud noise, or animals (other than service animals) are permitted in the vehicle.
2. Passengers must have exact change.
3. California Civil Code Section 2186 and California Penal Code Section 640 shall be enforced.

EXHIBIT H
AGREEMENT BETWEEN THE CITY OF MOORPARK AND
_____, FOR _____

THIS AGREEMENT, made and effective as of this _____ day of _____, 202_, between the City of Moorpark, a municipal corporation ("City") and _____, a _____ ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has the need for bus excursion and charter services; and

WHEREAS, Contractor specializes in providing such services and has the proper work experience, certifications, and background to carry out the duties involved; and

WHEREAS, Contractor has submitted to City a Proposal dated _____, which is attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises herein stated, the parties hereto agree as follows:

1. **TERM**

The term of this Agreement shall be from the date of execution to the completion of the project on _____, unless this Agreement is terminated or suspended pursuant to this Agreement. The City shall have the exclusive option to extend this Agreement for up to two (2) additional years, in consecutive one-year increments. The City shall advise Contractor of its intention to continue for an additional period at least ninety (90) days prior to the end of this Agreement

2. **SCOPE OF SERVICES**

City does hereby retain Contractor, as an independent contractor, in a contractual capacity to provide bus excursion and charter services, as set forth in Exhibit B. In the event there is a conflict between the provisions of Exhibit B and this Agreement, the language contained in this Agreement shall take precedence.

Contractor shall perform the tasks described and set forth in Exhibit B. Contractor shall complete the tasks according to the schedule of performance, which is also set forth in Exhibit B.

Compensation for the services to be performed by Contractor shall be in accordance with Exhibit C. Compensation shall not exceed the rates or total contract value of _____ dollars (\$_____.) as stated in _____, without a written amendment to the Agreement executed by

both parties. Payment by City to Contractor shall be in accordance with the provisions of this Agreement.

3. DEFINITIONS

“Passenger” shall mean any person utilizing the services provided by the Contractor as described in Exhibit B.

“Vehicle” or “backup vehicle” shall mean a bus or van designated by the Contractor for use in providing services under this Agreement, including but not limited to a primary vehicle, any additional wheelchair accessible vehicle and a backup or replacement vehicle if needed due to a mechanical breakdown, traffic incident, or any reason whatsoever to provide transportation services under this Agreement. The backup or replacement vehicle shall be equipped with a wheelchair lift and be of the size, capacity, and design specified in Exhibit B, or, there shall be a secondary wheelchair accessible vehicle that will serve as a backup vehicle to the primary wheelchair accessible vehicle. All vehicles shall be in a safe and good working order. The City shall have the right to approve the suitability of any vehicle used by the Contractor under this Agreement.

“Revenue hours” shall mean the time when a vehicle is available to the general public and there is an expectation of carrying passengers. Revenue hour does not include leaving or returning to the garage or yard facility or time when a driver is on an unpaid break/lunch.

4. PERFORMANCE

Contractor shall at all times faithfully, competently and to the best of their ability, experience, standard of care, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

5. MANAGEMENT

The individual directly responsible for Contractor’s overall performance of the Agreement provisions herein above set forth and to serve as principal liaison between City and Contractor shall be _____, and no other individual may be substituted without the prior written approval of the City Manager.

The City’s contact person in charge of administration of this Agreement, and to serve as principal liaison between Contractor and City, shall be the City Manager or the City Manager’s designee.

6. PAYMENT

Taxpayer ID or Social Security numbers must be provided, on an IRS W-9 form, before payments may be made to vendors.

Compensation for services to be performed by the Contractor shall not exceed the daily rate submitted in the Contractor's Cost Proposal Form in Exhibit C without additional authorization by the City. Services shall be billed in accordance with Contractor's proposal as it is accepted by the City. The City shall only pay for services actually rendered. Services rendered shall specifically exclude time for travel to and from the Contractor's storage facility and downtime for road assistance.

If the Contractor fails to complete the work, fails to provide service for an entire day, or causes a default as specified in Section 10, Liquidated Damages, the City may, at its sole option, notwithstanding other rights and remedies, assess the Contractor at the hour rate detailed in Exhibit C for the respective year and at the same rate for each fraction of an hour rounding up the nearest quarter hour, beginning at onset of service failure or time of an incident that causes service to be interrupted. This assessment shall be deducted from any payment(s) due or to become due to Contractor under the terms of this Agreement. No payment by City shall be construed as a waiver of City's rights to deduct the assessment and the assessment may be deducted from any subsequent payment.

The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in _____, based upon actual time spent on the above tasks. This amount shall not exceed _____ dollars (\$_____.__) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Contractor shall not be compensated for additional services rendered in connection with its performance of this Agreement, unless such additional services and compensation are authorized, in advance, in a written amendment to the agreement executed by both parties. The City Manager, if authorized by City Council, may approve additional work not to exceed ten percent (10%) of the amount of the Agreement.

Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Invoices shall be accompanied with attachments specified in Exhibit B. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. Any expense or reimbursable cost appearing on any invoice shall be accompanied by a receipt or other documentation subject to approval of the City Manager. If the City disputes any of Contractor's fees or expenses it shall give written notice to Contractor within thirty (30) days of receipt of any disputed fees set forth on the invoice.

7. TERMINATION OR SUSPENSION WITHOUT CAUSE

This Agreement, or portions thereof, may be terminated, cancelled or suspended in any one of the following manners:

- 1) By mutual written agreement of the parties.
- 2) Upon ten (10) days written notice by City or thirty (30) days written notice by Contractor, with or without cause.
- 3) If in the sole subjective judgment of City at any time or times after the execution of this Agreement, Contractor fails to perform the services required to be provided in accordance with the terms hereof, or fails to comply with any of the requirements and terms of this Agreement the City, upon at least seventy-two (72) hours written notice to Contractor, and without prejudice to any other remedies the City may have, may terminate Contractor's services and any obligations the City may otherwise have under this Agreement. The written notice shall instruct Contractor to cease its services as of a specified day, and City shall have no further obligation to pay for services tendered or otherwise after such date.
- 4) If in the sole subjective judgment of City at any time or times after the execution of this Agreement Contractor fails to maintain in force throughout the term of this Agreement, including any extensions thereof, the insurance coverage required herein, or Contractor effects any willful acts or omissions that endanger the public health and safety, the City may immediately, without prior notification, and without prejudice to any other remedies the City may have, suspend Contractor's services and any obligations the City may otherwise have under this Agreement. Upon receiving written notice of immediate suspension, Contractor shall have up to fourteen (14) days to cure or remedy cause for suspension; however the City may, at the City's sole discretion, terminate this Agreement within the suspension period. Should the Contractor cure or remedy the cause for suspension, and the cure or remedy is accepted, in writing, by the City, Contractor may resume services.

8. BACKGROUND CHECKS

Contractor shall be registered with the Department of Justice as a Human Resources Agency. Contractor shall at a minimum perform background checks on drivers utilizing a vendor such as Live Scan to ensure that drivers with inappropriate backgrounds are not employed to provide services under this Agreement. Drivers shall have no felony conviction history.

9. DEFAULT OF CONTRACTOR

The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or

suspend this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

If the City Manager or the City Manager's designee determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, designee shall cause to be served upon the Contractor a written notice of the default. The Contractor shall have fourteen (14) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

10. LIQUIDATED DAMAGES

Contractor shall operate strictly according to the most current schedule provided by City and to a reasonable on-time performance standard except where service is interrupted for those reasons stated hereinafter. Service shall be provided as scheduled or according to any adjusted schedule established by City, including service modifications required.

The City may assess liquidated damages for the following defaults:

- A. If a vehicle is not properly inspected or cleaned prior to use on the route;
- B. If the driver fails to complete a route due to vehicle or driver failure, mechanical failure;
- C. If the driver fails to stop for a passenger at a designated stop;
- D. If the driver fails to pick up or assist a rider with a disability that requires assistance to board and alight from the vehicle.
- E. If the Contractor fails to dispatch an ADA accessible vehicle to pick up a rider with a disability.

The Contractor agrees that any of the above defaults will result in damage and injury to the City. The City and Contractor agree that actual damages occurring to the City because of any one or more of such defaults, on a given day, will be difficult if not impossible to ascertain with any degree of certainty or accuracy. Accordingly, the City and the Contractor have negotiated and have agreed that for each calendar day during which one or more defaults occur that the Contractor shall pay to the City, as and for liquidated damages, and not as a penalty, a sum equal to the hourly rate per vehicle compensation due to the Contractor pursuant to Exhibit C of this Agreement for each hour during which the incident causing the default occurs.

Said payment for liquidated damages shall be deducted from any payments due or to become due to Contractor under the terms of this Agreement. No payment by City shall

be construed as a waiver of City's right to deduct liquidated damages which may be deducted from any subsequent payment.

Contractor shall be excused from performance of the above liquidated damages during the time and to the extent that Contractor is prevented from performing in the customary manner by force majeure, fire, flood, war, riot, civil disturbance, vandalism, terrorism, epidemic, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo, rationing or unavailability of materials or products, loss of transportation facilities, commandeering of equipment, materials, products, plants, or facilities of government, or any other occurrences or circumstances which are beyond the control of the Contractor.

11. OWNERSHIP OF DOCUMENTS

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or the City's designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Notification of audit shall be provided at least thirty (30) days before any such audit is conducted. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

Upon completion of, or in the event of termination or suspension without cause of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

12. INDEMNIFICATION AND HOLD HARMLESS

Contractor shall indemnify, defend and hold harmless City, and any and all of its officers, employees, and agents ("City Indemnitees") from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance of its obligations under this Agreement or out of the operations conducted by Contractor, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of

the City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this Agreement, the Contractor shall provide a defense to the City Indemnitees or at the City's option reimburse the City Indemnitees their costs of defense, including reasonable legal counsels' fees incurred in defense of such claims.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subcontractor, or any other person or entity involved by, for, with, or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this Section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this Section.

City does not and shall not waive any rights that it may have against Contractor by reason of this Section, because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions shall apply regardless of whether or not said insurance policies are determined to be applicable to any losses, liabilities, damages, costs, and expenses described in this Section.

13. INSURANCE

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit I attached hereto and incorporated herein by this reference as though set forth in full.

14. INDEPENDENT CONTRACTOR

Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or

indemnification to Contractor for injury or sickness arising out of performing services hereunder.

15. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of local, state and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations, including but not limited to the Americans with Disabilities Act and Occupational Safety and Health Administration laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

16. ANTI DISCRIMINATION

Neither the Contractor, nor any subcontractor under the Contractor, shall discriminate in employment of persons upon the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of such person; or any other basis protected by applicable federal, state, or local laws, except as provided in Section 12940 of the Government Code. The Contractor shall have responsibility for compliance with this Section, if applicable [Labor Code Sec. 1735].

17. UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly from Contractor, or any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

18. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Services performed under this Agreement.

19. CONFLICT OF INTEREST

Contractor covenants that neither they nor any officer or principal of their firm have any interests, nor shall they acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, they shall employ no person having such interest as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not contracted with nor is performing any services directly or indirectly, with the developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, now or within the past one (1) year, and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any contract with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, while under contract with the City and for a one (1) year time period following termination of this Agreement.

20. NOTICE

Any notice to be given pursuant to this Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended as follows:

To: City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, California 93021

To: _____

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the third (3rd) day after deposit in the United States mail.

21. CHANGE IN NAME

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected in the Agreement documents.

22. ASSIGNMENT

Contractor shall not assign this Agreement or any of the rights, duties or obligations hereunder. It is understood and acknowledged by the parties that Contractor is uniquely qualified to perform the services provided for in this Agreement.

23. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services in this Agreement.

24. VENUE AND GOVERNING LAW

This Agreement is made, entered into, and executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions, or covenants referred to herein shall be filed in the applicable court in Ventura County, California. The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

25. COST RECOVERY

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

26. ENTIRE AGREEMENT

This Agreement and the Exhibits attached hereto contain the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

Exhibit A (Contractor's Proposal), Exhibit B (Scope of Services), Exhibit C (Proposal Cost Form and Addenda Acknowledgment), Exhibit D (Proposer Reference Form), Exhibit E (Vehicle Identification Form), Exhibit F (List of Subcontractors), Exhibit G (Moorpark City Transit Rules), and Exhibit H (Insurance Requirements), are hereby incorporated and made a part of this Agreement.

27. CAPTIONS OR HEADINGS

The captions and headings of the various Articles, Paragraphs, and Exhibits of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles, Paragraphs, and Exhibits hereof.

28. AMENDMENTS

Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by both parties to this Agreement.

29. PRECEDENCE

In the event of conflict, the requirements of the City's Request for Proposal, if any, and this Agreement shall take precedence over those contained in the Contractor's Proposal.

30. INTERPRETATION OF AGREEMENT

Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

31. WAIVER

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

32. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK

Troy Brown, City Manager

_____(Name)_____(Title)_____

Attest:

Ky Spangler, City Clerk

EXHIBIT I INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Contractor shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$2,000,000 per accident. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability for each such person.

Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Contractor shall procure and maintain Sexual Abuse/Molestation Liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Coverage may be provided as part of Commercial General Liability coverage, Professional Liability coverage, or as a separate policy.

Consultant shall procure and maintain Cyber Liability insurance with limits of \$1,000,000 per occurrence/loss which shall include the following coverage:

1. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

2. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
3. Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.
4. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
5. Liability arising from the failure to render professional services.

If coverage is maintained on a claims-made basis, Consultant shall maintain such coverage for an additional period of three (3) years following termination of the Agreement.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to the City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval by the City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$2,000,000 aggregate.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Best's rating of A- or better and a minimum financial size of VII.

General conditions pertaining to provision of insurance coverage by Contractor. Contractor and the City agree to the following with respect to insurance provided by Contractor:

1. Contractor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officials, employees, and agents, using standard ISO endorsement CG 2010 and CG 2037 with edition acceptable to the City. Contractor also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right to subrogation prior to a loss. Contractor agrees to waive subrogation rights

against the City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operation limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include limiting endorsement of any kind that has not been first submitted to the City and approved in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification, and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City's protection without the City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Contractor's general liability policy, shall be delivered to city at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled or reduced at any time and no replacement coverage is provided, the City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at the City's option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to the City of any cancellation or reduction of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation or reduction of coverage imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the City.

10. Contractor agrees to ensure that subcontractors, and any other party involved with the Work who is brought onto or involved in the Work by Contractor, provide the same minimum insurance required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Work will be submitted to the City for review.
11. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer, or other entity or person in any way involved in the performance of Work contemplated by this Agreement to self-insure its obligations to the City. If Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time, the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Contractor 90 days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to the City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with an insurance requirement in no way imposes any additional obligations to the City nor does it waive any rights hereunder in this or any other regard.
15. Contractor will renew the required coverage annually as long as the City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect.
16. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of

insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to the City within five days of the expiration of coverage.

17. The provisions of any Workers' Compensation or similar act will not limit the obligations of Contractor under this Agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to the City, its employees, officials, and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts or impairs the provisions of this section.
21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the Work reserves the right to charge the City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of the City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the City for payment of premiums or other amounts with respect thereto.
22. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this Agreement. The City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

**EXHIBIT H-1
SAMPLE ENDORSEMENT**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

EXHIBIT H-2
SAMPLE WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
<small>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</small>

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.